

# UNITED STATES BANKRUPTCY COURT

## UNITED STATES BANKRUPTCY COURT MICHIGAN EASTERN DISTRICT

In re Roy Hurley Moore; Sheryl Dee Moore;  
Debtor

Case No. 13-42152

Chapter 13

### Notice of Mortgage Payment Change

If you file a claim secured by a security interest in the debtor's principal residence provided for under the debtor's plan pursuant to § 1322(b)(5), you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: Federal National Mortgage Association ("Fannie Mae"), creditor c/o Seterus, Inc.

Court claim no. (if known) 3

Last four digits of any number you use to identify the debtor's account: XXXX3423

Date of payment change:  
Must be at least 21 days after date of this notice 07/01/2015

New total payment:  
Principal, interest, and escrow, if any \$ 1,426.34

#### Part 1: Escrow Account Payment Adjustment

Will there be a change in the debtor's escrow account payment?

☐ No

☒ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why:

Current escrow payment: \$ 412.31

New escrow payment: \$ 348.06

#### Part 2: Mortgage Payment Adjustment

Will the debtor's principal and interest payment change based on an adjustment to the interest rate in the debtor's variable-rate note?

☒ No

☐ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: \_\_\_\_\_

Current interest rate: %

New interest rate: %

Current principal and interest payment: \$

New principal and interest payment: \$

#### Part 3: Other Payment Change

Will there be a change in the debtor's mortgage payment for a reason not listed above?

☒ No

☐ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: \_\_\_\_\_

Current mortgage payment: \$ \_\_\_\_\_

New mortgage payment: \$ \_\_\_\_\_

#### Part 4: Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number if different from the notice address listed on the proof of claim to which this Supplement applies.

Check the appropriate box.

☐ I am the creditor. ☒ I am the creditor's authorized agent.  
(Attach copy of power of attorney, if any.)

I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information, and reasonable belief.

X \_\_\_\_\_  
Signature

Date June 4 2015

Print:

Andrew Golds  
First Name Middle Name Last Name

Title Authorized Agent

Company Rosicki, Rosicki & Associates, P.C.

Address 51 E. Bethpage Road  
Number Street

Plainview NY 11803  
City State ZIP Code

Contact phone (516) 741-2585

Email bkmail@rosicki.com

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN

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Chapter 13  
Case # 13-42152

IN RE:  
Roy Hurley Moore; Sheryl Dee Moore;

Debtor(s)

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**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing Notice of Mortgage Payment Change has been served via Electronic Case Filing on the following parties:

Neal J. Brand, Esq.  
Debtor(s) Attorney

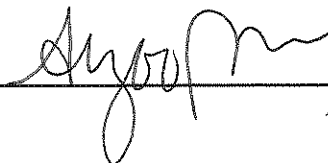
David Wm Ruskin, Esq.  
Chapter 13 Trustee

I hereby certify that a copy of the foregoing Notice of Mortgage Payment Change has been served via first class mail on the following parties:

Roy Hurley Moore;  
23903 Stacey Dr.  
Brownstown, MI 48183-5446

Sheryl Dee Moore;  
23903 Stacey Dr.  
Brownstown, MI 48183-5446

June 5, 2015

  
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ROY H MOORE  
SHERYL D MOORE  
C/O NEAL J. BRAND  
21700 NORTHWESTERN HWY STE 670  
SOUTHFIELD MI 48075-4908

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ESCROW ACCOUNT STATEMENT			
Analysis Date:		05/28/15	
Loan Number:			
Current Payment		New Payment Effective 07/01/15	
Principal and		Principal and	
Interest	\$1,078.28	Interest*	\$1,078.28
Escrow	\$412.31	Escrow	\$348.06
Total Current Payment	\$1,490.59	Total NEW Payment*	\$1,426.34
* The new principal and interest payment and the total new payment may not reflect any changes due to interest rate adjustments. You will receive a separate notice for interest rate adjustments.			
Note - If you scheduled payments through your online bill pay or a bill payment service, please advise them of your new total payment and effective date. Funds that are insufficient to cover your new payment will be held in suspense until the full payment has been received.			

**NEW MORTGAGE PAYMENT NOTICE AND ESCROW ACCOUNT DISCLOSURE STATEMENT**

Seterus, Inc. is the servicer of the above referenced loan. In accordance with federal guidelines, your escrow account is reviewed at least once per year to determine if sufficient funds are available to pay your taxes and/or insurance. Your escrow payment will be a minimum of the total anticipated disbursements divided by the number of scheduled installments due in the next 12 months. This payment will increase if you have a shortage or deficiency. This statement provides a history of actual escrow account activity and a projection of the escrow account activity for the next 12 months.

ANTICIPATED DISBURSEMENTS		ESCROW ACCOUNT PROJECTIONS FOR THE NEXT 12 - MONTH ESCROW CYCLE			
July to June	2015 2016	Anticipated Activity			
		Payments to Escrow	Payments from Escrow	Description	Projected Balance
TOWN	\$4,176.75	Beginning Balance*			\$4,036.47
		Surplus Refund			\$1,251.96
Total		Date			
Disbursements	\$4,176.75	07/01/2015	348.06	0.00	3,132.57
		08/01/2015	348.06	2,169.06- TOWN	1,311.57
		09/01/2015	348.06	0.00	1,659.63
		10/01/2015	348.06	0.00	2,007.69
		11/01/2015	348.06	0.00	2,355.75
		12/01/2015	348.06	2,007.69- TOWN	696.12
		01/01/2016	348.06	0.00	1,044.18
		02/01/2016	348.06	0.00	1,392.24
		03/01/2016	348.06	0.00	1,740.30
		04/01/2016	348.06	0.00	2,088.36
		05/01/2016	348.06	0.00	2,436.42
		06/01/2016	348.06	0.00	2,784.48
		Total	\$4,176.72	\$4,176.75-	
Under federal law, your lowest monthly balance in the escrow account should not have exceeded \$696.13, or 1/6 of the total anticipated payments from your escrow account. However, under applicable state law, your lowest monthly balance should not exceed \$696.12. Your lowest escrow balance was \$0.00.					
Surplus: The projected beginning balance of your escrow account is \$4,036.47. Your required beginning balance according to this analysis should be \$2,784.51. This means you have a surplus of \$1,251.96. Since your loan is 30 days or more delinquent, the surplus amount will remain in your escrow account. If you reinstate or bring your loan current, we will conduct a new escrow analysis within 90 days. If your loan is current and there is a surplus of \$50.00 or more at that time, we will send you a refund for that amount.					
*Beginning balance = starting balance less any unpaid escrow disbursements due in the period					
The Real Estate Settlement Procedures Act (RESPA) allows us to collect and maintain up to 1/6 of your total disbursements in your escrow account at all times, unless prohibited by state law. This cushion covers any potential increases in your tax and/or insurance disbursements. Cushion selected by servicer: \$696.12.					

\*\*\*Continued \*\*\*

**ESCROW ACCOUNT HISTORY**

This is a statement of actual activity in your escrow account from May 2015 to June 2015. This history compares the projections from your last escrow analysis or initial disclosure and the actual activity in your account. If a prior escrow analysis was not conducted during this historical period, the projected escrow balance will be zero.

ACTUAL ESCROW ACCOUNT HISTORY				
Beginning Balance				
			\$0.00	\$0.00
Date				
Total	\$0.00	\$0.00	\$0.00	\$0.00
An asterisk (*) indicates a difference in a previous estimate either in the date or the amount.				
<b>NOTE</b> – This analysis was prepared in advance of the escrow payment change date. Therefore, the projected beginning balance for the next 12 months estimates that you have paid all the required scheduled installments as shown in your actual account history and that all scheduled disbursements have been made from your escrow account.				

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AS WE SOMETIMES ACT AS A DEBT COLLECTOR. WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF YOU ARE IN BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT, THIS LETTER IS NOT AN ATTEMPT TO COLLECT THE DEBT. THIS NOTICE IS BEING FURNISHED FOR YOUR INFORMATION AND TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS. IF YOU RECEIVE OR HAVE RECEIVED A DISCHARGE OF THIS DEBT THAT IS NOT REAFFIRMED IN A BANKRUPTCY PROCEEDING, YOU WILL NOT BE PERSONALLY RESPONSIBLE FOR THE DEBT. **COLORADO:** SEE [WWW.COLORADOATTORNEYGENERAL.GOV/CA](http://WWW.COLORADOATTORNEYGENERAL.GOV/CA) FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT. Seterus, Inc. maintains a local office at 355 Union Boulevard, Suite 250, Lakewood, CO 80228. The office's phone number is 866.738.5576. **NEW YORK CITY:** 1411669, 1411665, 1411662. **TENNESSEE:** This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance. Seterus, Inc. is licensed to do business at 14523 SW Millikan Way, Beaverton, OR.